even though the fact the maker was insane was unknown to the bank at the time of payment, and that he had been adjudged insane by a court of foreign jurisdiction.

Banks and Banking—Failure to Return Draft—Liability of Bank.—Kirkham v. *Bank of America*, 49 N. Y. Supp. 767. Plaintiff, a regular depositor, deposited with defendant a draft on a foreign bank for collection. Defendant forwarded it to its agent where the drawee was located, for collection. The drawee gave as payment a sight draft upon its correspondent in another city. Upon receipt of such information from its agent, defendant credited plaintiff with the proceeds of the draft, and notified him to that effect. On presentation of the sight draft, payment was refused. About a month afterwards, defendant notified plaintiff that the credit given him on the draft was canceled. Plaintiff demanded the return of the draft. *Held*, that defendant was liable upon failure to return the draft, properly protested, or the amount therefor. *Bank* v. *Ashworth*, 16 Atl. Rep. 596. Patterson, J., dissents.

MISCELLANEOUS.

Replevin—Verdict and Judgment—Fixing Value of Each Article—Arrest of Judgment.—Byrne v. *Lynn*, 44 S. W. Rep. (Tex.) 311. In replevin for property described as a bar, counter, and ice chest, of the value of $900, and whiskey, of the value of $108, *held*, defendant was not entitled to have judgment arrested because the jury rendered a verdict which failed to find the separate value of each article, there having been no evidence tending to show such separate value. Compare, however, *Blakely's Adm'r.* v. *Duncan*, 4 Tex. 185; *Hoeser* v. *Kraeka*, 29 Tex. 450; *Cole* v. *Crawford*, 69 Tex. 124, 5 S. W. 646, which the court attempts to distinguish from the present case. See also, *Blake* v. *Powell*, 26 Kan. 320; *Hanf* v. *Ford*, 37 Ark. 545.

Negligence of Parent—When not Imputed to Child.—Kowalski v. *Chicago G. W. Ry. Co.*, 84 Fed. 586. The contributory negligence of a father, as the driver of a wagon, in causing a collision with defendant's train is not imputable to his infant child, who was in the wagon with him at the time, so as to prevent the child from recovering for injuries received. The case of *Thorogood* v. *Bryan*, 8 C. B. 115, and cases in this country based thereon, holding the negligence of the driver to be imputable to the occupants of the vehicle is no longer of force in this country. Since *Little* v. *Hackett*, 116 U. S. 366, 9 Sup. Ct. 391, it has been generally held that there is no legal identity between the driver of the vehicle and those occupying it as passengers or upon invitation of the driver. Upon principle, the fact that the person injured was also the infant child of the driver cannot alter the case.

Wills—Construction—Description of Property—Stock.—Capehart et al., v. *Burrus et al.*, 29 S. E. Rep. (N. C.) 97. A testator, after giving his wife several tracts of land, two horses, two cows, and other personalty, and a tract of land to each of several children, in a separate paragraph of the will, declared that "all my notes, bonds, stock, and money on hand I wish divided between my wife," and children named. *Held*, that the word "stock" should be construed by association with the other words used as meaning bonds and

evidence of shares in corporations, and not live stock; and that the fact the testator had no "stock" securities at the time of making the will, nor at his death, but had a large amount of live stock, could not be considered in determining the meaning of the word "stock" as used, such facts not appearing in the will. Clark, J. (Faircloth, C. J., concurring), dissenting, held that in arriving at the testator's intention it was just and natural to conclude that he intended to divide the kind of stock that he had (*Clark* v. *Atkin*, 90 N. C. 629); and that for this purpose it was also proper to consider the condition of the testator's family and estate, and the kind and extent of property he owned at the time of making the will (*Lassiter* v. *Wood*, 63 N. C. 360).